

REPORT OF REQUEST FOR RESTRICTIVE TRADE PRACTICE OR BOYCOTT  
SINGLE TRANSACTION

(For reporting requests described in Part 769 of the Export Administration Regulations)

## NOTICE OF RIGHT TO PROTECT CERTAIN INFORMATION FROM DISCLOSURE

The Export Administration Act permits you to protect from public disclosure information regarding the quantity, description, and value of commodities or technical data supplied in Item 11 of this report and in any accompanying documents. If you do not claim this protection, all of the information in your report and in accompanying documents will be made available for public inspection and copying.

You can obtain this protection by certifying, in Item 10 of the report, that disclosure of the information referred to above would place a United States company or individual involved in the report at a competitive disadvantage. If you make such a certification in Item 10, you may remove information regarding the quantity, description, and value of the commodities or technical data supplied by you from Item 11 of the inspection copy of the report form and from the public inspection copies of the accompanying documents.

The withholding of this information will be honored by the Department unless the Secretary determines that disclosure of the information would not place a United States company or individual at a competitive disadvantage or that it would be contrary to the national interest to withhold the information.

A		BATCH 37		5	
MONTH/YEAR 0398		6		9	
RSN 10		15		SUBSET 16 17	
RTP 18		27			
CLASS 28		FILING 55		TAG 70 80	

This report required by law (50 U.S.C. App. §2407 (b) (2) P.L. 96-72; E.O. 12214; 15 C.F.R. Part (769). Failure to report can result both in criminal penalties, including fines or imprisonment, and administrative sanctions.

Instructions: 1. Complete all items that apply. 2. Assemble original report form and accompanying documents as a unit, and submit intact and unaltered. 3. Assemble and submit the duplicate copy of report form (marked Duplicate (Public Inspection Copy)) and additional copies of accompanying documents (marked with the legend "Public Inspection Copy.") 4. If you certify, in Item 10, that the disclosure of the information specified there would cause competitive disadvantage, edit the "Public Inspection Copy" of the documents submitted to exclude the specified information and remove the bottom of the Duplicate "Public Inspection Copy" of the report form relating to Item 11.

Public reporting for this collection of information is estimated to average one hour per request, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Office of Security and Management Support, Bureau of Export Administration, U.S. Department of Commerce, Washington, D.C. 20230; and to the Office of Management and Budget, Paperwork Reduction Project (0694-0012), Washington, D.C. 20503

## 1a. Identify firm submitting this report:

Name: Amoco Oil Company

Address: P.O. Box 87707

City, State and ZIP: Chicago, IL 60680-0707

Country (If other than USA):

Telephone: 312-856-7736 340193

Firm Identification No. (If Known):

## Specify firm type:

☐ Exporter☐ Bank☐ Forwarder☐ Carrier☐ Insurer☒ Other

## 1b. Check any applicable box:

☐ Revision of a previous report (attach two copies of the previously submitted report)☐ Resubmission of a deficient report returned by BXA (attach form letter that was returned with deficient report)☐ Report on behalf of the person identified in Item 2☒ Dual report on behalf of self and the person identified in Item 2

## 2. If you are authorized to report and are reporting on behalf of another U.S. person, identify that person (e.g., domestic subsidiary, controlled Foreign subsidiary, exporter, beneficiary):

Name: Amoco Supply &amp; Trading Co.

Address: 200 E. Randolph Drive

City, State and ZIP: Chicago, IL 60601

Country (if other than USA):

Type of firm: (see list in Item 1a)

Other 295643

Firm Identification No. (if known):

## 3. Identify exporting firm, unless same as Item 1a or 2:

Name:

Address:

City, State and ZIP:

Country (if other than USA):

Firm Identification No. (if known):

36-41

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## 4. (a) Name of boycotting country from which request originated:

Nigeria

(b) Name of country directing inclusion of request, if different from (a) above:

43-44

## 5. Name of country or countries against which request is directed:

South Africa and Israel

45-46

## 6. Reporting firm's reference number (e.g., letter of credit, customer order, invoice):

F110-957P

71-77

## 7. Date firm received request: (use digits for month/day/year)

12/31/97

47-52

## 8. Specify type(s) of document conveying the request:

☐ Request to carrier for blacklist certificate (submit two copies of blacklist certificate or transcript of request)☐ Unwritten, not otherwise provided for (make transcript of request and submit copies)

53-54

☐ Letter of credit☒ Requisition/purchase order/accepted contract/shipping instruction☐ Bid invitation/tender/proposal/trade opportunity☐ Questionnaire (not related to a particular dollar value transaction)☐ Other written (specify)

Submit two copies of each document or relevant page in which the request appears

## 9. Decision on request: (Check one)

☐ Have not taken and will not take the action requested.☐ Have taken or will take the action requested.☐ Have taken or will take the action requested and claim it is subject to a grace period (attach detailed explanation).

56-57

☒ Have taken or will take the action requested but in a modified form (attach detailed explanation).☐ Unable to report ultimate decision on the request at this time and will inform the Bureau of Export Administration of the decision within ten days after decision is made.

AD013098

Additional Information: The firm submitting this report may, if it so desires, state on a separate sheet any additional information relating to the request reported or the response to that request. This statement will constitute a part of the report and will be made available for public inspection and copying, subject to the right to protect certain confidential information from disclosure described in Item 10.

See Attachment 1

## 10. Protection of Certain Information from Disclosure: (Check appropriate boxes and sign below)

1. ☐ I (We) certify that disclosure to the public of the information regarding quantity, description, and value of the commodities or technical data contained in:☒ Item 11 below (If you check this box, be sure to remove the bottom of the Duplicate (Public Inspection Copy) of the report form relating to Item 11.)☐ Attached documents (If you check this box, be sure to edit the "Public Inspection Copy" of the documents submitted to exclude the specified information.) would place a United States person involved at a competitive disadvantage, and I (We) request that it be kept confidential.2. ☐ I (we) authorize public release of all information contained in the report and in any attached documents. I (We) certify that all statements and information contained in this report are true and correct to the best of my (our) knowledge and belief.

Sign here in ink

Type or print

I. K. Sims, Attorney

Date

1/29/98

**Reporting Firm's Reference Number: F110-957P**

**Reporting firm received the wording found in Exhibit A attached hereto.  
Reporting firm agreed to the wording found in Exhibit B attached hereto.**

**ATTACHMENT 1**

**11. DESTINATION RESTRICTIONS AND CERTIFICATION**

- (1) It is a condition of the agreement that the oil purchased may not, in any event, be sold, supplied or delivered, directly or indirectly, to any port or ports in the Republic of South Africa or the State of Israel or to any destination which at the time of disposal is declared an embargoed destination by the government of the country in which the oil is produced or a destination prohibited by the terms on which Sellers have acquired the oil, provided that if Buyers are, or are likely to be, prevented by any law, policy, demand or request to which they are subject or any governmental policy, demand or request by which Buyers reasonably consider they are bound from complying with the above, Sellers and Buyers shall meet and discuss the implications for Buyers and Sellers and, pending resolution of any difficulty which such law causes or is likely to cause, Sellers may at their discretion suspend in whole or in part supplies hereunder.
- (2) Buyers undertake, if so requested by Sellers, to provide a certificate of discharge for the oil purchased under the agreement. The certificate of discharge shall be prepared on headed stationery by the vessel's agents at the discharge port and attested by an official seal and signature of the customs authorities or local Chamber of Commerce. The certificate of discharge shall reach Sellers within four months of the Bill of Lading date.
- The certificate of discharge should include the names of the loading and discharge ports, the dates of loading and discharge, the grades and volumes involved, the vessel name, details of lightering or ship-to-ship transfer if applicable, and the names of both the vessel's agents at the discharge port and the consignee. In the event that any specific detail is not available, Buyers will provide separate advice to cover such omission.
- (3) Sellers shall have the right to suspend deliveries under this or subsequent or other agreements between Buyers and Sellers if satisfactory certification is not received from Buyers within four months of the date of the Bill of Lading of the cargo concerned.

EXHIBIT A

F110-957P

17. OTHER

DELETE AND REPLACE WITH "WHERE NOT IN CONFLICT WITH THE FOREGOING. SHELL INTERNATIONAL TRADING COMPANY GENERAL TERMS AND CONDITIONS OF SALE OF CRUDE OIL C AND F/CIF (1ST JANUARY 1993), EXCLUDING THE SUPPLEMENT FOR FOB SALES OF NIGERIAN CRUDE OILS. SHALL BE INCORPORATED HEREIN AS IF SET OUT IN FULL WITH THE FOLLOWING EXCEPTIONS:

CLAUSE 11(1)

DELETE AND REPLACE WITH "THE OIL PURCHASED UNDER THIS AGREEMENT IS INTENDED FOR USE SOLELY IN THE REFINING SYSTEM OF BUYER OR ITS AFFILIATES IN THE UNITED STATES AND SHALL NOT BE DISCHARGED OUTSIDE THE U.S. GULF OR U.S. ATLANTIC COAST PORTS WITHOUT SELLER'S PRIOR WRITTEN CONSENT, SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD. IN NO EVENT SHALL IT BE TAKEN TO ANY DESTINATION WHICH AT THE TIME OF DISPOSAL IS DECLARED AN EMBARGOED DESTINATION BY THE GOVERNMENT OF THE COUNTRY IN WHICH THE OIL IS PRODUCED OR TO ANY DESTINATION PROHIBITED BY THE TERMS ON WHICH THE OIL WAS ORIGINALLY PURCHASED FROM THE STATE-OWNED NATIONAL OIL COMPANIES AND WHICH MAY OR MAY NOT BE INCLUDED IN THOSE COMPANIES' GENERAL TERMS AND CONDITIONS OR IS A MATTER OF PUBLIC RECORD IN THOSE COUNTRIES; PROVIDED THAT IF BUYER IS, OR IS LIKELY TO BE, PREVENTED BY ANY LAW, POLICY OR DEMAND OR REQUEST TO WHICH IT IS SUBJECT OR BY ANY GOVERNMENTAL LAW, POLICY, DEMAND OR REQUEST BY WHICH BUYER REASONABLY CONSIDERS IT IS BOUND FROM COMPLYING WITH THE ABOVE, SELLER AND BUYER SHALL MEET AND DISCUSS THE IMPLICATIONS FOR THE BUYER AND SELLER AND PENDING RESOLUTION OF ANY DIFFICULTY WHICH SUCH LAW CAUSES OR IS LIKELY TO CAUSE, SELLER MAY AT ITS DISCRETION SUSPEND IN WHOLE OR IN PART SUPPLIES HEREUNDER."

CLAUSE 11(2)

DELETE AND REPLACE WITH "BUYERS SHALL PROVIDE SELLERS WITH A CERTIFICATE OF DISCHARGE FOR THE OIL PURCHASED UNDER THIS AGREEMENT. THE CERTIFICATE OF DISCHARGE SHALL BE PREPARED ON HEADED STATIONARY BY THE VESSEL'S AGENTS AT THE DISCHARGE PORT AND ATTESTED BY AN OFFICIAL SEAL AND SIGNATURE OF THE CUSTOMS AUTHORITIES OR LOCAL CHAMBER OF COMMERCE. THE CERTIFICATE SHALL REACH SELLERS WITHIN FOUR MONTHS OF THE BILL OF LADING DATE.

THE CERTIFICATE SHOULD INCLUDE THE NAMES OF THE LOADING AND DISCHARGE PORTS, THE DATES OF LOADING AND DISCHARGE, THE GRADES AND VOLUMES INVOLVED, THE VESSEL NAME, DETAILS OF LIGHTERING OR SHIP-TO-SHIP TRANSFER IF APPLICABLE, AND THE NAMES OF THE AGENTS AT THE DISCHARGE PORT. IN THE EVENT THAT ANY SPECIFIC DETAIL IS NOT AVAILABLE, BUYERS WILL PROVIDE SEPARATE ADVICE TO COVER SUCH OMISSION."

CLAUSE 11(3)

DELETE AND REPLACE WITH "SELLERS SHALL HAVE THE RIGHT TO SUSPEND DELIVERIES UNDER THIS AGREEMENT IF SATISFACTORY CERTIFICATION OF THE DISCHARGE REQUIRED BY ABOVE IS NOT RECEIVED FROM BUYERS WITHIN FOUR MONTHS OF THE DATE OF THE BILL OF LADING OF THE CARGO CONCERNED."

EXHIBIT B